

ORIGINAL



0000090254

Burton M. Bentley (Bar No.: 00980)  
THE BENTLEY LAW FIRM, P.C.  
5343 N. 16th St., Suite 480  
Phoenix, AZ 85016  
Phone: (602) 861-3055  
Fax: (602) 861-3230

LAW OFFICES

**DAVIS MILES, PLLC**

560 W. Brown Rd., Third Floor  
P.O. BOX 15070  
MESA, AZ 85211-3070  
Telephone: (480) 733-6800  
Fax: (480) 733-3748

John Burton – State Bar No. 012445  
*Attorneys for Respondents*

RECEIVED

2008 NOV -7 P 2:41

AZ CORP COMMISSION  
DOCKET CONTROL

Arizona Corporation Commission

DOCKETED

NOV -7 2008

DOCKETED BY

**BEFORE THE ARIZONA CORPORATION COMMISSION**

In the matter of:

DOCKET No.: S-20625A-08-0481

JEROME WILLIAM CARTER, individually  
and doing business as GOOD ONLY DONE  
PRODUCTIONS, L.L.C., a defunct Colorado  
limited liability company, and JANE DOE  
CARTER, husband and wife,

**RESPONDENTS' ANSWER**

THE GREATEST ONLY DIVINE  
PRODUCTIONS, L.L.C., a Nevada limited  
liability company,

Respondents.

In response to the Temporary Order to Cease and Desist and Notice of Opportunity for Hearing, the following named Respondents, Jerome William Carter ("Carter"), Good Only Done Productions, L.L.C. ("GODP"), and The Greatest Only Divine Productions, L.L.C. ("Greatest Only, LLC"), by and through undersigned counsel to hereby file their Answer pursuant to A.A.C. R14-4-303:

1. Deny the allegations of Paragraph 1, and allege that none of the Respondents above named have engaged in the sale or offer to sell securities in or from Arizona within the meaning of Article XV of the Arizona Constitution and the Securities Act.

2. Admit the allegations of Paragraph 2.

1           3.     Deny the allegations of Paragraphs 3 and 4, and thereon allege that Jerome  
2 William Carter is and has been an unmarried man at all time relevant hereto.

3           4.     Admit the allegations of Paragraph 5.

4           5.     Respondents do not have information or knowledge sufficient to form a belief as  
5 to the truth of the allegations of Paragraph 6, and therefore deny same.

6           6.     Admit the allegations of Paragraphs 7 and 8.

7           7.     Deny the allegations of Paragraph 9.

8           8.     Admit the allegations of paragraph 10.

9           9.     Deny the allegations of paragraphs 11, 12 and 13 in that Respondents have not  
10 sold or offered to sell securities through his websites or shows or appearances, and thereon  
11 admit that there are interlinking websites.

12           10.    Admit 14 and 15 and thereon allege that in all events funds separately contributed  
13 were separately accounted for in a federally chartered bank administered by Carter, but no funds  
14 were ever invested in any commodities or otherwise and were returned to the contributor in  
15 each instance where there was no lawful set-off claimed by Carter.

16           11.    Deny the allegations of paragraph 16.

17           12.    Respondents do not have information or knowledge sufficient to form a belief as  
18 to the truth of the allegations of paragraphs 17 through 25 inclusive and therefore deny same,  
19 except, that Respondents allege that the websites are the best evidence of what the website says.

20           13.    In answer to paragraph 26, admit that it was represented that funds would be  
21 placed in separate accounts, deny the funds were invested with Respondents, and deny the  
22 remaining allegations.

23           14.    Respondents do not have information or knowledge sufficient to form an opinion  
24 as to the truth of the allegations of paragraphs 27 and 28 and therefore deny same.

25           15.    Admit to the allegations of paragraphs 29 and 30.

26           16.    Respondents do not have information or knowledge sufficient to form an opinion  
27 as to the truth of the allegations of paragraphs 31 and 32 and therefore deny same.

28           17.    Admit to the allegations of paragraphs 33, 34 and 35.

18. In answer to paragraph 36, Respondents deny that any investment account was set up under the name of Good Only Done Productions, L.L.C., as no investor accounts were established.

19. Deny the allegations of paragraphs 37 and 38.

20. Admit the allegations of paragraph 39 except that Respondents maintain that water is not a "commodity" under the Commodity Exchange Act.

21. Deny the allegations of paragraphs 40 and 41, and thereon allege that funds have only been denied to people against whom Respondents have a right of set-off, but all funds not invested in commodities remain on deposit in Respondents' bank account.

22. Deny the allegations of paragraphs 42, 43 and 44.

23. Deny the allegations of paragraphs 45 and 46

24. Deny the allegations of paragraphs 47 and 48.

## AFFIRMATIVE DEFENSES

25. As and for Respondents' Affirmative Defenses to the foregoing allegations of the Commission, it is alleged:

a) At no time have Respondents sold or offered to sell securities in or from the state of Arizona.

b) At no time relevant hereto has any funds contributed by third parties to Respondents, or any of them, been accepted by Respondents as part of a common pool of funds, to be invested in any money making endeavor.

c) Critical to Respondents' plan of acquiring new converts as coaching clients from whom Carter might solicit fees for his personal coaching and teaching (not for his investment advice) is the concept of strengthening his relationship by showing prospective coaching clients how they could help themselves to personal wealth by making wise choices for which no fee is required.

d) At no time did Respondents intend to make a pooled investment with any funds collected from third parties.

e) If, as and when Carter found a suitable investment time for investing in copper, it was intended that a separate brokerage account would be set up for each separate

1 contributor who could then deal with the investment with that Broker as he/she saw fit, all as  
2 specifically set forth in the Contractual Agreements.


3 f) None of the coaching clients were "investors" in any scheme designed by  
4 Carter, as Carter's sole responsibility was to determine when and if an investment was to be  
5 made independently by third party coaching clients.

6 g) All Contractual Agreements specifically reserve 100% of the profits to  
7 each investor in whose name the account was to be carried.

8 WHEREFORE, having fully answered the allegations set forth, Respondents pray that the  
9 Commission take nothing by its allegations, that the requested relief be denied in toto, and that  
10 the Hearing as requested be heard as scheduled.

11 RESPECTFULLY SUBMITTED this 6<sup>th</sup> day of November, 2008.

12 THE BENTLEY LAW FIRM, P.C.

13   
14 Burton M. Bentley  
15 Attorney for Respondents

16 Original and thirteen (13) copies  
17 hand-delivered this 7<sup>th</sup> day of  
18 November, 2008, to:

19 Docket Control  
20 Arizona Corporation Commission  
21 1200 West Washington  
22 Phoenix, Arizona 85007

23 Copy of the foregoing hand-delivered  
24 this 7<sup>th</sup> day of November, 2008, to:

25 William W. Black  
26 Staff Attorney  
27 Arizona Corporation Commission  
28 Securities Division  
1300 W. Washington, 3rd Floor  
Phoenix, AZ 85007

